

**BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

Application of)	
)	
)	
HESTON AIRLINES, UAB)	
)	Docket No. OST-2022-_____
for an exemption under 49 U.S.C. § 40109 and)	
a foreign air carrier permit pursuant to)	
49 U.S.C. § 41301)	
)	
(EU-U.S. Open Skies))	
)	

**APPLICATION OF HESTON AIRLINES, UAB
FOR AN EXEMPTION AND FOREIGN AIR CARRIER PERMIT**

Communications with respect to this document should be addressed to:

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Heston Airlines, UAB
Vytenio str. 46, LT03229
Vilnius, Lithuania
Tel: +370 64872202
E-mail: marius.brazys@heston.aero

March 30th, 2022

NOTE: Any person may support or oppose this application by filing an answer and serving a copy of the answer on counsel for HESTON AIRLINES. Answers to the foreign air carrier permit application are due on or before December 31th, 2022. Answers to the exemption application are due on or before December 31th, 2022. HESTON AIRLINES intends to poll on this application and will advise the Department of the results.

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**APPLICATION OF HESTON AIRLINES
FOR AN EXEMPTION AND FOREIGN AIR CARRIER PERMIT**

Pursuant to 49 U.S.C. §§ 40109 and 41301, Part 211 of the U.S. Department of Transportation’s economic regulations, and the Department’s rules of practice, HESTON AIRLINES, UAB (“HESTON AIRLINES”), a foreign air carrier of Lithuania, hereby applies for exemption authority and a foreign air carrier permit to conduct foreign charter air transportation of persons, property, and mail, between a point or points in Member States of the European Union, and a point or points in the United States, to the full extent allowed under the Air Transport Agreement between the United States and the European Community and the Member States of the European Union,¹ as more fully described herein.

This application is filed pursuant to the Department’s Notice of February 19, 2009 relating to Application Procedures for Foreign Air Carriers of the European Union.

¹ Air Transport Agreement between the U.S. and the European Community and its Member States, signed Apr. 25 and 30, 2007, applied provisionally from Mar. 30, 2008, as amended (the “EU-U.S. Open Skies Agreement”).

Consistent with the Department's notices of May 3, 2007 and August 23, 2005 (Docket No. OST-2005-22228), HESTON AIRLINES requests expedited processing of this application to allow it to begin the proposed services as soon as possible. The authority sought herein will result in increased travel choices, greater service options, and enhanced competition, thereby benefiting consumers in both the United States and the Member States of the European Union. The following is provided in support of this application:

1. The applicant's full name is HESTON AIRLINES, UAB. Its principal place of business is located at Vytenio str.46, LT03229, Vilnius, Lithuania. *211.20(a)*.
2. Consistent with rights available to carriers of both parties to the EU-U.S. Open Skies Agreement, HESTON AIRLINES requests authority to engage in:
 - a. Foreign charter air transportation of persons, property, and mail from any point or points behind any Member State of the European Union via any point or points in any Member State and via intermediate points to any point or points in the United States and beyond;
 - b. Foreign charter air transportation of persons, property, and mail between any point or points in the United States and any point or points in any Member of the European Common Aviation Area;
 - c. Foreign charter air transportation of cargo between any point or points in the United States and any other point or points;
 - d. Other charters pursuant to the prior approval requirements set forth in part 212 of the Department's economic regulations; and
 - e. Charter transportation consistent with any future, additional rights that may be granted to foreign air carriers of the Member States of the European Union. *211.20(c)*.
3. HESTON AIRLINES's Air Operator Certificate (AOC) from is attached hereto as Exhibit A. *211.20(b) and (i)*.
4. HESTON AIRLINES's insurance meets the minimum requirements specified in 14 C.F.R. 205. A copy of OST Form 6411, Foreign Air Carriers—Certificate of Insurance is attached hereto as Exhibit B. *211.20(h)*.

5. A copy of OST Form 4523, Waiver of Warsaw Convention Liability Limits is attached hereto as Exhibit C. 211.20(t).
6. Foreign Air Carrier Family Support Act Plan: A copy of the Family Assistance Plan is attached as Exhibit D.
7. Summary of Passenger Manifest Information Collection Procedures: HESTON AIRLINES, will collect the passenger manifest information required by 14 C.F.R. § 243 and will transmit that information to the U.S. Department of State in the event of an aviation disaster. A summary of HESTON AIRLINES's procedures is attached as Exhibit E.
8. Grant of the authority sought herein will not result in a near-term increase in fuel consumption of ten million gallons or more, and therefore will not comprise a "major regulatory action" under the Energy Policy and Conservation Act of 1975, as defined at 14 C.F.R. § 313(a)(1).
9. The verification required by 14 C.F.R. § 302.4(b) is attached hereto as Exhibit F.
10. As demonstrated by the information provided herein, HESTON AIRLINES is fully qualified to operate the services for which authority is requested; grant of the requested authority is consistent with the EU-U.S. Open Skies Agreement and will therefore serve the public interest.²

WHEREFORE, for the foregoing reasons, HESTON AIRLINES respectfully requests that the Department issue an exemption and foreign air carrier permit authorizing

² See S. REP. NO. 96-329, at 4 (1979), reprinted in 1980 U.S.C.C.A.N. 54, 57 ("[T]he negotiation of a bilateral agreement itself represents a determination by the Government of the United States that the grant of route authority provided for under the bilateral is in the 'public interest.'").

HESTON AIRLINES to engage in foreign charter air transportation of persons, property, and mail to the full extent allowed under the EU-U.S. Open Skies Agreement.

Respectfully submitted,

Jonas Rinkauskas
CEO
Heston Airlines, UAB
Tel: +370 613 77555
E-mail: jonas.rinkauskas@heston.aero

March 30th, 2022

TABLE OF EXHIBITS

Exhibit A	Air Operator Certificate (AOC)
Exhibit B	OST Form 6411, Foreign Air Carriers—Certificate of Insurance
Exhibit C	OST Form 4523, Waiver of Warsaw Convention Liability Limits
Exhibit D	Family Assistance Plan
Exhibit E	Summary of Passenger Manifest Information Collection Procedures
Exhibit F	Verification

EXHIBIT A

AIR OPERATOR CERTIFICATE

ORO VEŽĖJO PAŽYMĖJIMAS AIR OPERATOR CERTIFICATE		
Skrydžių tipai: <input type="checkbox"/> Komercinis oro transportas <input checked="" type="checkbox"/> Keleiviai <input checked="" type="checkbox"/> Kroviniai (Types of operation) (Commercial air transport (CAT) (Passengers) (Cargo)		
<input type="checkbox"/> Kita: _____ (Other)		
	LIETUVOS RESPUBLIKA REPUBLIC OF LITHUANIA TRANSPORTO KOMPETENCIJŲ AGENTŪRA TRANSPORT COMPETENCE AGENCY	Rodūnios kelias 2, LT-02189 Vilnius, Lithuania Tel. +370 700 35045 E-mail: info@tka.lt
Vežėjo pažymėjimas: (AOC) LT.AOC.038	Vežėjo pavadinimas: UAB "Heston Airlines" (Operator name) JSC "Heston Airlines" Komercinis pavadinimas: Heston Airlines (Dbā trading name) Vežėjo adresas: Vytenio g. 46, LT03229, Vilnius, Lietuva (Operator address) Vytenio str. 46, LT03229, Vilnius, Lithuania Telefonas: +370 5 213 75 77 (Telephone) Faksas: N/A (Fax) El. paštas: info@heston.aero (E-mail)	Vežėjo kontaktiniai asmenys: (Operational points of contact) Kontaktinė informacija, kuria naudojantis galima iškart susisiekti su vežėjo vadovybe, pateikta Skrydžių vykdymo vadovo A dalies 1.2 punkte. Contact details, at which operational management can be contacted without undue delay, are listed in Operations Manual Part A, para 1.2
Šiuo pažymėjimu patvirtinama, kad UAB "Heston Airlines" leidžiama vykdyti komercinius skrydžius, kaip apibrėžta pridėtose skrydžių vykdymo specifikacijose, pagal Skrydžių vykdymo vadovo, Reglamento (EB) Nr. 2018/1139 V priedo ir šio reglamento įgyvendinimo taisykles. This certificate certifies that JSC "Heston Airlines" is authorized to perform commercial air operations, as defined in the attached operations specifications, in accordance with the operations manual, Annex V to Regulation (EU) No 2018/1139 and its Implementing Rules.		
Išdavimo data: 2021-05-21 (Date of issue)	Vardas, pavardė ir parašas: Alvydas Šumskas (Name and signature) Pareigos: Civilinės aviacijos departamento direktorius (Title:) Director of the Civil Aviation Department 	

EXHIBIT B

OST FORM 6411 FOREIGN AIR CARRIERS—CERTIFICATE OF INSURANCE



AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 400 7th St., SW., Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

NOTE: For information on where to file completed copies of this form, see Filing Instructions below.

OMB No. 2106-0030 Expires 9-30-2007

FOREIGN AIR CARRIERS - CERTIFICATE OF INSURANCE

POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

FILING INSTRUCTIONS: File a signed original of this form with the Federal Aviation Administration, Air Transportation Div., AFS-260, 800 Independence Ave., SW., Washington, DC 20591. (See **EXCEPTION** below.)

EXCEPTION: If Section 2.A is filled in because the insured is a *Canadian Charter Air Taxi Operator*, file an original of this form with the U.S. Department of Transportation, Special Authorities Division (X-46), 400 7th Street, SW, Washington, D.C. 20590

(Please type information, except signatures.)

THIS CERTIFIES THAT: UNDERWRITERS AT LLOYDS AND/OR CERTAIN INSURANCE COMPANIES

(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to HESTON AIRLINES, JSC

FAA Certificate Number

(Name, Address, and FAA Certificate Number of Insured Foreign Air Carrier)

effective from 17 September 2021

until ten (10) days after written notice from the insurer or carrier of the intent to

terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

- ☐ is licensed to issue aircraft insurance policies in the United States;
- ☒ is licensed or approved by the government of United Kingdom (for the insurance broker) to issue aircraft insurance policies; or
- ☐ is an approved surplus line insurer in the State(s) of _____

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "foreign air transportation" as that term is defined in 49 U.S.C. 40102. (Complete applicable section A, B, or C below):

A. CANADIAN AIR TAXI OPERATORS WITH PART 294 AUTHORITY ONLY

The aircraft covered by this policy have: (1) 30 or fewer passenger seats and a maximum payload capacity of 7,500 pounds or less; and/or (2) a maximum authorized takeoff weight on wheels of no more than 35,000 pounds.

(Complete separate or combined coverage as appropriate):

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$75,000	\$2,000,000* (See note)
	Passenger Bodily Injury	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft

- ☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____ U.S. Dollars

- ☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

*NOTE: If the aircraft covered by this policy have more than 30 passenger seats or more than a maximum payload capacity of 7,500 pounds, the minimum limit per occurrence shall be \$20,000,000.

OST FORM 6411

B. FOREIGN AIR CARRIERS OPERATING SMALL AIRCRAFT

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants and Property Damage Liability)	\$300,000	\$2,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damaged, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____ U.S. Dollars

☐ This policy covers CARGO operations only and excludes passenger liability insurance.

C. FOREIGN AIR CARRIERS OPERATING LARGE AIRCRAFT

The aircraft covered by this policy are LARGE AIRCRAFT (i.e., with more than 60 passenger seats or with a maximum payload capacity of more than 18,000 pounds). (Complete separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$20,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☒ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damaged, and passenger bodily injury.

Policy No. 21V613419046 Amount of Coverage 750,000,000 U.S. Dollars

☐ This policy covers CARGO operations only and excludes passenger liability insurance.

3. The policy or policies listed in this certificate insure(s) (Check One):

Make and Model

FAA or foreign flag registration No.

☐ Operations conducted with all aircraft operated by the insured

☐ Operations conducted with the following types of aircraft:

Airbus A330

LY-MAC

☒ Operations with the following aircraft: (Use additional page if necessary)

4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205.


(Name of Insurer)	UIB Nordic UK (on behalf of Insurers)	(Name of Insurer)
(Address)	69 Mansell Street	(Address)
(City)	London	(City)
(State)		(State)
(Zip Code)		(Zip Code)
Contact (person who can verify the effectiveness of the coverage)	Andrew Walker	Contact (person who can verify the effectiveness of the coverage)
(Area Code, Phone Number)	+44 20 7338 1610	(Area Code, Phone Number)
(Area Code, Fax Number)		(Area Code, Fax Number)
(Signature, if applicable)		(Signature, if applicable)
(Date)	22 March 2022	(Date)

EXHIBIT C

OST FORM 4523 WAIVER OF WARSAW CONVENTION LIABILITY LIMITS



U.S. Department of Transportation
Office of the Secretary of Transportation

Docket OST 95-236

AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1986, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

*ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain] carriers parties to such special contracts for death or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1986. The Agreement (Agreement 18900) became effective May 16, 1986. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

(Signature and Date)

30 March 2022

*Either alternative may be used.

(Printed Name and Title)

Jonas Rinkauskas, CEO

(Name and Address of Carrier)

UAB "Heston Airlines", Vytenio str 46, Vilnius, Lithuania

OST Form 4523 (Formerly CAB Form 263)



EXHIBIT D

HESTON AIRLINES, UAB FAMILY ASSISTANCE PLAN

1. Overview

- 1.1. The purpose of the HESTON AIRLINES, UAB Family Assistance Plan is to provide company personnel with the guidelines, procedures and training that will enable them to act in the best interests of the families of passengers involved in any aircraft accident involving HESTON AIRLINES, UAB aircraft and resulting in a major loss of life, to treat survivors and families with dignity, and to respect the cultural and religious backgrounds of survivors and families.
- 1.2. This document is a part of a larger effort, which includes the National Transportation Safety Board, other government entities and appointed independent non-profit organizations, to assist survivors and families in the event of an aviation disaster.

2. Pre-Response Planning

- 2.1. In accordance with the Foreign Air Carrier Family Assistance Act of 1996 (49 U.S.C. Section 1136 & Section 41313), as amended by Vision 100 – Century of Aviation Reauthorization Act, HESTON AIRLINES, UAB will publish this Family Assistance Plan and insert this plan into all appropriate HESTON AIRLINES, UAB manuals.
- 2.2. The treatment of families of non-revenue passengers (and any other victim of the accident) will be the same as the treatment of the families of revenue passengers.
- 2.3. The HESTON AIRLINES, UAB Emergency Response Team will be utilized to respond to likely needs of survivors and families.
- 2.4. Training will be based upon employee's responsibilities and HESTON AIRLINES, UAB will provide logistical support to the Response Team.
- 2.5. Training of Family Assistance Personnel will be conducted in conjunction with HESTON AIRLINES, UAB's training recognizing that:
 - 2.5.1. A list of trained Family Assistance Personnel will be maintained in the HESTON AIRLINES, UAB Emergency Response Plan.
 - 2.5.2. Personnel who are in public contact positions need to know how to respond to inquiries and facilitate responses to them.
 - 2.5.3. Families may seek assistance from HESTON AIRLINES, UAB at airports that are neither the origin nor the destination of the flight.

- 2.5.4. Simulations of the Plan will be held annually in addition to participation in local disaster drills.
- 2.5.5. After an aviation disaster involving a HESTON AIRLINES, UAB aircraft, a toll-free “800” number will be published for the use of families to inquire about passengers.
- 2.5.6. It is HESTON AIRLINES, UAB’s policy that manifest information will only be released by the designated HESTON AIRLINES, UAB Coordinator to the proper NTSB authorities, the director of family support services designated for the accident under section 1136(a)(1), the organization designated for the accident under section 1136(a)(2); the HESTON AIRLINES, UAB Family Assistance Coordinator, HESTON AIRLINES, UAB’s Chief Executive Officer, Chief General Affairs, Chief Operations Officer or their authorized representatives. Any other release of manifest information is considered unauthorized and prohibited.
- 2.5.7. HESTON AIRLINES, UAB will inform family members (or family friends or clergy who are with the family) at an appropriate time, but as early as possible after being notified, that it is critical that they contact their family dentist to obtain the dental records and dental x-rays of their loved one. HESTON AIRLINES, UAB will ask the family to have the records and x-rays sent by special courier to the address of the hotel where the joint family support operations center will be located. Packages should be addressed to the Director, Family Support Services, and NTSB. If the family is coming to the site the next day, the family may arrange to hand-carry these documents. If the family is already at the accident site or arrives without making these arrangements, the Disaster Mortuary Team personnel will coordinate with the family’s dentist to obtain dental records and dental x-rays.
- 2.5.8. HESTON AIRLINES, UAB will ensure that its employees and agents receive adequate training to meet the needs of survivors and family members following an accident.

3. Passenger Manifest, Ticket Reconciliation and Notification

- 3.1. In order to determine which passengers actually boarded the flight, HESTON AIRLINES, UAB personnel immediately after the accident will begin a review of the following:
 - 3.1.1. On board Passenger Manifest.
 - 3.1.2. Standby passengers.
 - 3.1.3. Non-revenue passengers.
 - 3.1.4. Re-routed passengers.

3.1.5. Passengers who cancelled their reservation.

3.1.6. Jump seat riders.

This process could be delayed by persons traveling under different names.

3.2. HESTON AIRLINES, UAB will release, upon request, to the NTSB Family Services Director a passenger list. This would be upon the firm understanding that the list reflects the best available information at the time of the request, that it may have inaccuracies and it may not be complete.

3.2.1. All personnel involved with handling the manifest will be briefed as to the confidential/sensitive nature of this information.

3.2.2. All appropriate manifest lists will be stamped "PRELIMINARY AND UNCONFIRMED" with date, time and list number.

3.2.3. HESTON AIRLINES, UAB will update the list periodically.

3.2.4. Upon request, HESTON AIRLINES, UAB will provide to the Department of State information in its possession about foreign passengers.

3.2.5. HESTON AIRLINES, UAB will coordinate as necessary with the Department of Justice for family meetings to explain Department of Justice services.

3.3. Notification Procedures

3.3.1. As soon as information becomes available on each passenger, that passenger's family will be notified.

3.3.1.1. Notification to family members will be made prior to release of the passenger's name to the public and, to the extent practical, in person.

3.3.2. HESTON AIRLINES, UAB personnel making the notification will be suitably trained as noted in Paragraphs 2.4, 2.5 and 2.5.8 of this document.

3.3.3. HESTON AIRLINES, UAB will secure a facility for family members that will insure privacy from solicitors and the media.

3.3.4. After coordination with NTSB, HESTON AIRLINES, UAB will provide a joint support operations center to provide logistical support to the federal staff.

3.3.5. As appropriate, HESTON AIRLINES, UAB will continually update the public on the progress of family notification.

3.4. Confidential/Sensitive Information

3.4.1. As stated in paragraph 2.5.7 of this document, any unauthorized release of manifest information is prohibited.

4. **Passenger Identification**

4.1. Medical Examiner/Coroner

4.1.1. The medical examiner or coroner is responsible for the positive identification of fatalities.

4.1.1.1. If the victim has died, the medical examiner will coordinate with the Disaster Mortuary Team Commander to provide official notification of death to family.

4.1.1.2. For injured passengers, the hospital is responsible for status updates and either the hospital or HESTON AIRLINES, UAB will advise the families.

5. **Family Access to the Accident Site.**

5.1. The NTSB has accident site jurisdiction.

5.2. Within the limits established by the authorities, HESTON AIRLINES, UAB will respond to family requests for access to the accident scene.

5.3. HESTON AIRLINES, UAB will assist up to two members (exceptions would be made as individual cases and cultural differences would have to be considered) of the family of a passenger traveling to the location of the accident and provide for the physical care of the family while the family is staying at such location.

5.3.1. For purposes of this plan, "Family" shall mean legal or common law spouse, parents or children of the injured/deceased. If the deceased has no Family as defined, up to two close living relatives would be considered "Family."

5.3.2. Physical care.

5.3.2.1. Transportation to and from accident city.

5.3.2.2. Transportation to and from accident site.

5.3.2.3. Hotel accommodations at accident city for a reasonable time period.

5.3.2.4. Meal voucher during hotel stay and day of travel to and from the accident city.

6. Human Remains and Personal Effects

- 6.1. The medical examiner is responsible for the disposition of identifiable and unidentifiable human remains.
- 6.2. HESTON AIRLINES, UAB shall work with authorities to return identifiable personal effects to victim's family rather than having HESTON AIRLINES, UAB become a custodian of them; HESTON AIRLINES, UAB and the authorities will work together to determine disposition of unidentifiable personal effects.
- 6.3. Personal effects that come into the control of HESTON AIRLINES, UAB will be handled in the following manner after release from the NTSB:
 - 6.3.1. HESTON AIRLINES, UAB will consult with each family about the disposition of personal effects that are in HESTON AIRLINES, UAB's control.
 - 6.3.2. HESTON AIRLINES, UAB will return to the family, if requested, any passenger's possession that is under the control of HESTON AIRLINES, UAB.
 - 6.3.3. HESTON AIRLINES, UAB will retain for 18 months any unclaimed property of a passenger that is under HESTON AIRLINES, UAB's control.
 - 6.3.4. HESTON AIRLINES, UAB will consult with the families about the construction by HESTON AIRLINES, UAB of any planned monument, including the inscription on it.
 - 6.3.5. HESTON AIRLINES, UAB will only be able to return personal effects that come into HESTON AIRLINES, UAB's control once permission of the NTSB has been obtained as the items may have some bearing on the accident investigation.

7. Liability for Man-Made Structures

- 7.1 In accordance with the 49 U.S.C. Section 41313(c), in the event of an accident resulting in significant damage to man-made structures or non-government-owned property on the ground, HESTON AIRLINES, UAB shall promptly provide written notification directly to the owner of liability for any property damage and the means for obtaining compensation. Such notice shall advise the owner: (a) to contact the property insurer as the authoritative source for coverage and compensation information; (b) to not rely on unofficial information offered by HESTON AIRLINES, UAB's representatives about

compensation by HESTON AIRLINES, UAB for accident-site property damage; and (c) to obtain detailed evidence of property damage as soon as possible following the accident, consistent with restrictions to the accident site.

8. Simultaneous Electronic Transmission of NTSB Hearings

- 8.1 In accordance with 49 U.S.C. Section 41313(c), in the event of an accident in which the NTSB conducts a public hearing or comparable proceeding at a location more than eighty (80) miles from the accident site, HESTON AIRLINES, UAB shall ensure the proceeding is made available simultaneously by electronic means at a location open to the public at the origin city and destination city of the HESTON AIRLINES, UAB flight, if that city is located in the United States.

9. Relationship with Designated Independent Organization

- 9.1. HESTON AIRLINES, UAB will work with the independent nonprofit organization that is designated under 49 U.S.C. Section 1136(a) (2) to provide mental health and counseling services to families.
- 9.1.1. Mental health services can be coordinated on a local basis through the nonprofit organization or these services can be brought in from another city where the airline may have a Mental Health Professional on retainer.
- 9.1.2. Should long-term counseling be required, HESTON AIRLINES, UAB will coordinate with the nonprofit organization appointed by the NTSB, the family and the company providing the service.
- 9.2. HESTON AIRLINES, UAB will develop a procedure to pay reasonable compensation to the NTSB-designated independent non-profit organization as required by 49 U.S.C. Section 41313(C)(11) where the nature and scope of its work and the kind of costs to be incurred have been discussed and agreed in advance.
- 9.3. HESTON AIRLINES, UAB will coordinate with family members as to their need for American Red Cross for assistance.
- 9.4. HESTON AIRLINES, UAB will participate in the daily coordination meetings to review daily activities, resolve problem areas, and to synchronize future family support operations and activities.

10. Third Party Service Provider

- 10.1 In order to fulfill its obligations under this Plan, HESTON AIRLINES, UAB may contract with third party service providers who specialize in aviation disaster response services. HESTON AIRLINES, UAB will work with any such third party service providers to carry out the responsibilities undertaken in this Plan.

11. Filing of this document with NTSB and DOT

- 11.1 Pursuant with the Foreign Air Carrier Family Assistance Act of 1996, 49 U.S.C. Section 41313(b), this document will be filed with the National Transportation Safety Board and the Department of Transportation.

12. Revisions and Code-Share Agreements

- 12.1. HESTON AIRLINES, UAB reserves the right to introduce changes to this plan from time to time.
- 12.2. HESTON AIRLINES, UAB does not presently have an approved code-share arrangement with any United States carrier. If HESTON AIRLINES, UAB were to enter into such an agreement and it were approved, HESTON AIRLINES, UAB may revise this plan.

13. Accidents Not Covered by this Plan

- 13.1 HESTON AIRLINES, UAB will consult with the NTSB and the Department of State if it voluntarily provides assistance to U.S. citizens in the United States with respect to accidents outside the United States not covered by this plan involving loss of life.

14. Emergency Contact Information

- 14.1 HESTON AIRLINES, UAB's 24-hour, 365 days a year contact is:
- | | |
|--------|-----------------|
| Tel: + | 37063863333 |
| FAX: + | N/A |
| Email: | occ@heston.aero |

EXHIBIT E

SUMMARY OF PASSENGER MANIFEST INFORMATION COLLECTION PROCEDURES

HESTON AIRLINES, UAB

Introduction

This summary is submitted by HESTON AIRLINES, UAB to the U.S. Department of Transportation in accordance with 14 C.F.R. Part 243.

Summary of Procedures

For each covered flight segment, HESTON AIRLINES, UAB shall collect, or cause to be collected, the full name of each passenger who is a U.S. citizen. Any U.S. citizen who does not provide this information will not be permitted to board.

HESTON AIRLINES, UAB will request an emergency contact telephone number and name from U.S. citizen passengers. As the provision of this information is voluntary, HESTON AIRLINES, UAB will not deny boarding to any passenger who refuses to provide it.

HESTON AIRLINES, UAB shall store the information collected pursuant to the above procedures until passengers on the covered flight segment disembark. This information will be kept confidential and will not be used for purposes other than those described herein or disclosed to any entity except as required and permitted by law.

In the event of an aviation disaster, HESTON AIRLINES, UAB shall contact the Managing Director of Overseas Citizen Services, Bureau of Consular Affairs, U.S. State Department, by telephone. Not later than three hours after confirmation of such a disaster, HESTON AIRLINES, UAB shall transmit to the U.S. State Department and, upon request, the National Transportation Safety Board, the information collected in accordance with these procedures.

24 Hour Contact Information

HESTON AIRLINES, UAB's 24-hour operations center is located at Vytenio str. 46, Vilnius, Lithuania. Any agent of the U.S. government may contact operations center personnel at any time by dialing +37063863333 or via email at occ@heston.aero.

EXHIBIT F
VERIFICATION

Pursuant to Title 18 United States Code Section 1001, I *Jonas Rinkauskas*, in my individual capacity and as the authorized representative of the pleader, have not in any manner knowingly and willfully falsified, concealed or failed to disclose any material fact or made any false, fictitious, or fraudulent statement of knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the pleading. I understanding that an individual who is found to have violated the provisions of 18 U.S.C. Section 1001 shall be fined or imprisoned not more than five years, or both.

Signed:

Rink

Print Name: JONAS RINKAUSKAS

Title: CEO

Date: 30 MARCH 2022

